

**INTERLOCAL AGREEMENT FOR THE AUSTIN/TRAVIS COUNTY
FAMILY VIOLENCE PROTECTION TEAM
GRANT TO ENCOURAGE ARREST POLICIES AND ENFORCEMENT OF
PROTECTION ORDERS PROGRAM**

State of Texas

County of Travis

This Agreement is made and entered into by and between the City of Austin (the “City”) and Travis County (the “County”), hereinafter collectively referred to as the “Parties”, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, criminal activity involving the domestic violence continues to threaten the lives of victims and harm the quality of life in the City of Austin and Travis County; and

WHEREAS, the Parties desire to address this problem by coordinating their investigative efforts towards identifying domestic violence victims and bringing the perpetrators to justice;

WHEREAS, the Parties recognize that the U.S. Department of Justice, Office on Violence Against Women Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program allows the City of Austin to serve as the fiscal agent for this grant-funded program and supports the Austin/Travis County Family Violence Protection Team (the “Team”);

NOW, THEREFORE, the Parties agree as follows:

I.

PAYMENT AND SERVICES

The City agrees to and shall pay to the County funds for the period of October 1, 2008 through September 30, 2010 for the purpose of reimbursing the County for personnel, fringe, and overtime costs incurred while working to assist victims of domestic violence in conjunction with partner agencies of the Austin/Travis County Family Violence Protection Team. Reimbursement will be limited to domestic violence cases investigated by the Team.

During the term of this Agreement, City will reimburse the County based on invoices submitted for actual expenses, not to exceed \$685,586. This amount may be increased to include reimbursement for Team approved grant funded training. The Family Violence Protection Team Supervisors will determine which Team members will attend grant-funded training during the 2-year grant period. County Team members selected to attend grant-funded training will make their travel arrangements in accordance with the County travel policy. Should the County not have an official travel policy on file and available for review upon request, the County will follow the City of Austin travel policy to complete travel arrangements. A copy of this City policy is available upon request.

The City of Austin Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program approved grant budget includes funding for six County positions. It is the expectation of the Parties that all full and part time team members funded by this grant will represent their respective departments at all meetings of the Family Violence Protection Team. Any changes in the County's participation shall be discussed with the City as well as the Family Violence Protection Team. The Parties agree to communicate with regard to issues of work performance and to resolve such issues by mutual agreement.

Department	Position Title	Grant Funded/County Funded	Estimated Funding
Travis Co Sheriff's Office (TCSO)	Victim Counselor (full-time position)	100% funded by grant	\$85,203
Travis Co Sheriff's Office (TCSO)	Detective (full-time position)	61% funded by grant 39% funded by County	\$128,291
Travis Co Attorney's Office (TCOA)	Protective Order Attorney (full-time position)	100% funded by grant	\$200,768
Travis Co Attorney's Office (TCOA)	Protective Order Attorney (full-time position)	42% funded by grant 48% funded by County	\$103,802
Travis Co District Attorney's Office (TCDA)	Protective Order Attorney (part-time position)	100% funded by grant	\$130,418
Travis Co Constable Precinct 5 (Constable)	Constable Overtime	100% funded by grant	\$37,104

Travis County Sheriff's Office

Grant-Funded Position: Victim Counselor

The County agrees to and shall make available a full-time Travis County Sheriff's Office Victim Counselor to provide counseling, service referrals, and safety planning to victims of domestic violence and stalking through the Austin/Travis County Family Violence Protection Team. The counselor will work directly with police detectives to follow-up on reported incidents of family violence and stalking. In the initial visit, the counselor will assess the situation, inform the victim of the possible courses of action, and refer the victim to additional services including legal assistance, advocacy, shelter, and/or long-term counseling. The development of a safety plan is a particularly important element in the follow-up with victims who are being stalked. The victim services counselor will offer more than the one crisis intervention session as appropriate.

Grant Funded Position: Detective

The County agrees to and shall make available a full-time TCSO Detective to investigate family violence cases that fall within the county's jurisdiction and to provide assistance to the smaller municipalities in implementing "pro-arrest" protocols and improved techniques for collecting evidence. The detective will also prepare/update a domestic violence curriculum and train victim

services and law enforcement personnel throughout the service area of the FVPT, as well as in neighboring jurisdictions.

Travis County Attorney's Office

Grant-Funded Position: 2 Assistant County Attorneys (Protective Order)

The County agrees to and shall make available two full-time protective order Assistant County Attorneys to implement a comprehensive program for civil enforcement of protective orders, and file and prosecute contempt cases for violations of the orders.

Travis County District Attorney's Office

Grant-Funded Position: Assistant District Attorney (Intake)

The County agrees to and shall make available a part-time Assistant District Attorney to prepare felony domestic violence cases for presentation to the Grand Jury for indictment

Travis County Constable Precinct 5

Grant-Funded Position: Overtime funding for Constables

The County agrees to and shall make available Precinct 5 Constables to serve Temporary Ex Parte Protective Orders represented by the Travis County Attorney's Office. After serving each protective order, the constables will either leave the premises or escort the applicant from the residence should the respondent refuse to leave. The overtime rate charged by the County will be consistent with the actual rate received by the sworn personnel assigned to the investigations.

The County will submit all statistics and other data for grant performance measures to the APD Victim Counselor in a specified format by the 15th calendar day following the end of the reporting period. The data must be prepared and emailed to the APD Victim Counselor assigned to the Team in accordance with the below schedule. The APD Victim Service Counselor assigned to the Team will complete all progress reports required by the grantor.

PERFORMANCE MEASURE DATA	
TIME PERIOD	DUE DATE
October 1, 2008 – December 31, 2008	January 15, 2009
January 1, 2009 – June 30, 2009	July 15, 2009
July 1, 2009 – December 31, 2009	January 15, 2010
January 1, 2010 – June 30, 2010	July 15, 2010
July 1, 2010 – September 30, 2010	October 15, 2010

II.

LEGAL RESPONSIBILITIES

It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.

III.

TERM AND COMMENCEMENT

This agreement shall be in effect when it has been executed by all parties and shall continue in full force and effect through the underlying grant expiration date (September 30, 2010) or the date the interlocal funds have been completely spent if that date is reached prior to the grant expiration date.

IV.

LEGAL CONSTRUCTION

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

V.

TERMINATION

This Agreement may be terminated by either party by giving ninety (90) days' written notice to the other party of its intention to terminate.

VI.

PAYMENTS

The City shall make payments for the performance of the services under this Agreement with grant funding from the U.S. Department of Justice, Office on Violence Against Women. The City agrees to reimburse the County an amount not to exceed six hundred eighty five thousand, five hundred eighty six dollars (\$685,586) in order to defray the actual personnel, fringe, and overtime costs incurred by reason of performance of this contract. The City also agrees to reimburse the County for Team approved grant-funded training.

The County will submit two invoices per month for the duration of the project. Each invoice will include documentation of actual expenses, with timesheets. An invoice requesting reimbursement for the Travis County Sheriff's Office, the Travis County Attorney's Office, and the Travis County District Attorney's Office will be submitted to the City of Austin by the fifteenth of each month, for services rendered during the previous month, beginning November 15, 2008. An invoice requesting reimbursement for Travis County Constable Precinct 5 will be submitted to the City of Austin by the last day of each month, for services rendered during the previous month, beginning November 30, 2008. The City of Austin will reimburse Travis County the invoiced amount from grant funds received by the U.S. Department of Justice, Office on Violence Against Women, Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program. All proper invoices received by the City will be paid within 45 days

of the City's receipt of invoice. All invoices, with applicable backup documentation, will be submitted via email to APD Purchasing at Anna.Weaver@ci.austin.tx.us; APD Finance at Aphra.Delgado@ci.austin.tx.us; and, APD Grants Management at COAgrants@ci.austin.tx.us.

VII.

NOTICE

Any notice given hereunder by any party to the other party shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested. Notice will be provided to the following persons or their successors:

City of Austin: Art Acevedo
Chief of Police
Austin Police Department
P.O. Box 689001
Austin, Texas 78768-9001

Mark A. Ott
City Manager
P.O. Box 1088
Austin, Texas 78767

Travis County: Greg Hamilton
Travis County Sheriff
P.O. Box
Austin, Texas

Samuel T. Biscoe
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

Either party may change its address for service by appropriate notice to these officers shown above.

VIII.

ENTIRE AGREEMENT

This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and approved by both parties.

IX.

ADDITIONAL AGREEMENTS

The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

X.

APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

XI.

NO THIRD PARTY RIGHTS

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

COUNTY OF TRAVIS

CITY OF AUSTIN

Greg Hamilton, Sheriff

Mark A. Ott, City Manager

Date: _____

Date: _____

Samuel T. Biscoe, County Judge

Date: _____